

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400409

PRINT DATE: 01/25/13

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1521547240
MELS BUSINESS SYSTEMS INC
117 VALLEY ST

CUMBERLAND, MD 21502
(301) 722-2727

REFER QUESTIONS TO:

MARGIE HAJIANTONI
(410) 767-3039
MARGARET.HAJIANTONI@DGS.STATE.MD.US

ITB: 001IT818603

EXPR DATE: 02/15/13
POST DATE: 02/16/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY CONTRACT

MD DEPT OF PUBLIC SAFETY & CORRECTIONAL SERVICES (DPSCS)
CASH REGISTERS, PRINTERS AND SCANNERS

CONTRACT TERM: FEBRUARY 15, 2012 THRU FEBRUARY 14, 2013 (1-YEAR)

VENDOR CONTACT: DARRELL HUNTZBERRY 301-722-2727

THIS CONTRACT IS FOR THE PURCHASE ON AN AS-NEEDED BASIS OF AN INDEFINITE QUANTITY OF CASH REGISTERS, SLIP PRINTERS, UPC SCANNERS AND DATASYM XR650 JOURNAL SOFTWARE PACKAGES. CONTRACT TO INCLUDE ALL MATERIALS, HARDWARE, LABOR, DELIVERY AND SETUP AT VARIOUS LOCATIONS WITHIN THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES (DPSCS). THE CURRENT CASH REGISTERS WILL REMAIN THE PROPERTY OF THE INSTITUTIONS.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400409

PRINT DATE: 01/25/13

PAGE: 02

TERMS (cont'd):

DELIVERY:

ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

EQUIPMENT TO BE DELIVERED F.O.B. DESTINATION TO THE INSTITUTION IDENTIFIED IN EACH PURCHASE ORDER.

SCHEDULING OF PROJECT WORKING HOURS WILL BE COORDINATED WITH THE INSTITUTION. NORMAL BUSINESS HOURS ARE 8:00 AM TO 3:00 PM MONDAY THRU FRIDAY (EXCEPT STATE HOLIDAYS).

DELIVERY IS TO BE ARRANGED NO LATER THAN 24 HOURS IN ADVANCE. NAME AND NUMBER OF CONTACT PERSON TO BE PROVIDED WITH EACH PURCHASE ORDER.

INSTALLATION:

VENDOR SHALL PROVIDE INSTALLATION AND SET-UP OF EQUIPMENT, CABLING, AND LINK TOGETHER THE CASH REGISTERS AND ASSOCIATED HARDWARE AT EACH FACILITY. EQUIPMENT PRICES SHALL INCLUDE ALL COSTS ASSOCIATED WITH INSTALLATION AND SET-UP WITH THE EXCEPTION OF ELECTRICAL WORK.

EACH FACILITY, NOT THE VENDOR, WILL BE RESPONSIBLE FOR ANY ELECTRICAL WORK REQUIRED FOR INSTALLATION OF THE REGISTERS. CASH REGISTERS THAT ARE TO BE LINKED TOGETHER WILL ALL BE LOCATED IN ONE ROOM AT EACH FACILITY.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	60030-000000	EA	2,395.0000

CASH REGISTER ELECTRONIC

DATASYM XR651 CASH REGISTER TERMINALS WITH 4 MB MEMORY.

CASH REGISTER MUST ALSO INCLUDE NETGEAR 5 PORT AND 1 GB SWITCH.

PER DETAILED SPECIFICATIONS OF SOLICITATION.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400409

PRINT DATE: 01/25/13

PAGE: 03

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0002	57822-0PRINT	EA	395.0000

PRINTER

EPSON MODEL TM-295 SLIP PRINTER (SERIAL INTERFACE) WITH POWER SUPPLY AND INTERFACE CABLE.
PER DETAILED SPECIFICATIONS.

0003	20541-MEMA01	EA	395.0000
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SCANNER

METROLOGIC ORBIT SCANNER 7120 WITH INTERFACE CABLE.
PER DETAILED SPECIFICATIONS.

0004	54545-MEMA01	EA	1,000.0000
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INSTALLATION EQUIPMENT

TRAINING OF UP TO 20 PEOPLE PER CLASS AT ONE LOCATION/TIME TO BE DETERMINED BY DPSCS, INCLUDES ANY TRAINING DOCUMENTATION REQUIRED.
PER DETAILED SPECIFICATIONS.

0005	54545-MEMA01	EA	500.0000
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INSTALLATION EQUIPMENT

DATA TRANSFER - TRANSFER OF MASTER REGISTER DATA WHEN A MASTER REGISTER OR ITS BACKUP IS REPLACED. INCLUDES TRANSFER OF ALL CUSTOMER ACCOUNT DATA, INVENTORY DATA, SALES AND SALES TAX DATA FROM THE MASTER CASH REGISTER. FACILITIES REQUESTING DATA TRANSFER MUST HAVE A PC AVAILABLE TO LOAD THE JOURNAL SOFTWARE AND MUST SUPPLY A CURRENT COPY OF INMATE FILES FORMATTED FOR CONVERSION TO DATASYMS. THE PRICE FOR DATA TRANSFER IS A PER LOCATION PRICE.

0006	54545-MEMA01	EA	200.0000
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INSTALLATION EQUIPMENT

JOURNAL SOFTWARE. MUST BE COMPATIBLE WITH EQUIPMENT OFFERED IN THIS CONTRACT.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400409

PRINT DATE: 01/25/13

PAGE: 04

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0007	91575-000003	EA	500.0000

WIRELESS DATA SERVICE

BUILDING AND LOADING INVENTORY FILES INCLUDING, BUT NOT LIMITED TO ITEM DESCRIPTION AND UNIVERSAL PRODUCT CODE (UPC) OR STOCK KEEPING UNIT (SKU) CODES ARE TO BE CREATED FOR UP TO AND INCLUDING FOUR HUNDRED (400) ITEMS.

EACH ITEM OVER FOUR HUNDRED (400) WILL BE BILLED AT \$0.50 PER ITEM.

END OF ITEM LIST

WARRANTY:

ALL EQUIPMENT AND SOFTWARE IS WARRANTED FOR ONE (1) FULL YEAR FROM INSTALLATION WITH ON-SITE SERVICE PROVIDED BETWEEN THE HOURS OF 8AM TO 5PM MONDAY THRU FRIDAY (EXCLUDING HOLIDAYS). WARRANTY COVERS ALL LABOR AND PARTS FOR THE FULL WARRANTY TERM.

VENDOR SHALL PROVIDE TELEPHONE SUPPORT WITHIN TWENTY-FOUR (24) HOURS OF A SERVICE CALL. IN THE EVENT EQUIPMENT PROBLEMS CANNOT BE RESOLVED BY TELEPHONE SUPPORT, THE VENDOR SHALL BE AVAILABLE FOR REPAIR OF CASH REGISTERS WITHIN FORTY-EIGHT (48) HOURS OF ORIGINAL SERVICE CALL.

SECURITY:

SECURITY CONCERNS VARY STATEWIDE, BUT ARE ESPECIALLY IMPORTANT AT CORRECTIONAL FACILITIES AND CERTAIN OTHER FACILITIES. CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES SHALL COMPLY WITH THE SECURITY REQUIREMENTS AT EACH FACILITY. AUTHORIZED USERS ARE RESPONSIBLE FOR ALERTING CONTRACTOR TO THESE REQUIREMENTS BEFORE OR WHILE PLACING THEIR FIRST ORDER.

CONTRACTORS ARE AWARE THAT COMMON SECURITY RESTRICTIONS INCLUDE:

IDENTIFICATION. ALL OF CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES, WHILE WORKING ON STATE PROPERTY, SHALL CARRY OR DISPLAY ACCEPTABLE IDENTIFICATION. REQUIREMENTS VARY BY AUTHORIZED USER. FOR INSTANCE, SOME FACILITIES REQUIRE A VISIBLE PHOTO-ID BADGE, WHILE OTHERS MAY REQUIRE A VALID DRIVER'S LICENSE INSTEAD.

VEHICLE SECURITY. DRIVERS SHALL TURN OFF VEHICLE MOTORS AND LOCK CAB DOORS WHENEVER THEIR TRUCK IS UNATTENDED.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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PAGE: 05

TERMS (cont'd):

PATIENT/INMATE CONTACT. DELIVERY AND INSTALLATION PERSONNEL SHOULD MINIMIZE INTERACTION WITH INMATES AND SHALL REPORT ANY VERBAL CONTACT TO THE AUTHORIZED USER BEFORE LEAVING THE SITE.

VENDORS AND VENDOR STAFF WHO ENTER HIGH SECURITY FACILITIES SHALL HAVE PRIOR APPROVAL TO ENTER FROM SECURITY STAFF. VENDOR WILL BE REQUIRED TO PASS A BACKGROUND INVESTIGATION FOR ALL STAFF ENTERING THE FACILITY. AT SOME FACILITIES, TRUCKS SHALL BE SEARCHED PRIOR TO ENTRY AND EXIT, CAUSING UP TO 30 MINUTES DELAY EACH WAY.

VENDOR WILL ABIDE BY ALL RULES AND REGULATIONS SET FORTH BY THE INSTITUTION. NO WEAPONS (INCLUDING JACK KNIVES OR BOX CUTTERS), CELL PHONES, PAGERS, DRUGS, TOBACCO PRODUCTS, LIGHTERS, MATCHES, MONEY OR ANY ITEM DEEMED TO BE POTENTIAL CONTRABAND. CORRECTIONAL OFFICERS MAY OR MAY NOT HOLD THESE ITEMS FOR DRIVERS AT THE DELIVERY SALLY-PORT AND RETURN THEM AS THE DRIVER EXITS THE GROUNDS. IN THE EVENT THAT A CORRECTIONAL OFFICER AGREES TO HOLD THESE ITEMS, NEITHER THE CORRECTIONAL OFFICER NOR THE STATE OF MARYLAND SHALL BE HELD LIABLE FOR THE SAFE-KEEPING OR RETURN OF SAID ITEMS. ANY ILLEGAL ITEMS SHALL NOT BE RETURNED.

ADDITIONAL TERMS & CONDITIONS:

SUCCESSFUL BIDDER MUST BE AN AUTHORIZED DEALER OF THE EQUIPMENT IN ORDER TO HONOR WARRANTIES.

ESTIMATED QUANTITIES REPRESENTED IN THIS SOLICITATION ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED. ORDERS WILL BE PLACED DIRECTLY TO THE CONTRACTOR BY THE USING AGENCY.

THIS SOLICITATION IS FOR NEW EQUIPMENT, FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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PAGE: 06

TERMS (cont'd):

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THE MARYLAND DEPT. OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY: _____ DATE: _____
BUYER AUTHORIZED DESIGNEE